

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CANO HEALTH, INC.,

Reorganized Debtors.¹

Chapter 11

Case No. 24-10164 (KBO)

(Jointly Administered)

**CERTIFICATION OF COUNSEL REGARDING STIPULATION BY AND BETWEEN
THE DEBTORS AND KATYS GARCIA RODRIGUEZ TO PERMIT KATYS GARCIA
RODRIGUEZ TO COLLECT ON INSURANCE PROCEEDS**

The undersigned hereby certifies as follows:

1. Counsel for the Debtors and Katys Garcia Rodriguez have engaged in conversations regarding matters related to the proceeding pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, against Regla Oceguela and formerly against Cano Health LLC, captioned *Katys Garcia Rodriguez v. Regla Oceguela and Cano Health, LLC*, Case No. 2024-005305-CA-01.

2. The Parties have agreed to the terms memorialized in the *Stipulation by and Between the Debtors and Katys Garcia Rodriguez to Permit Katys Garcia Rodriguez to Collect on Insurance Proceeds* (the “Stipulation”).

3. A proposed form of order approving the stipulation is attached hereto as Exhibit A (the “Proposed Order”). A copy of the Stipulation is attached to the Proposed Order as Exhibit 1.

WHEREFORE, the Parties respectfully request that the Court enter an order, in a form substantially similar to the Proposed Order attached hereto as Exhibit A, approving the Stipulation.

¹The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“CHI”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “Closed Case Debtors”). A complete list of the Closed Case Debtors may be



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Dated: July 10, 2025
Wilmington, Delaware

/s/ Amanda R. Steele

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Attorneys for the Reorganized Debtors

obtained on the website of the Reorganized Debtor's claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor's mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CANO HEALTH, INC.,

Reorganized Debtors.

Chapter 11

Case No. 24-10164 (KBO)

(Jointly Administered)

**ORDER APPROVING STIPULATION BY AND BETWEEN THE DEBTORS AND
KATYS GARCIA RODRIGUEZ TO PERMIT KATYS GARCIA
RODRIGUEZ TO COLLECT ON INSURANCE PROCEEDS**

Upon consideration of the Stipulation Between the Debtors and Katys Garcia Rodriguez (the “Stipulation”) attached hereto as Exhibit 1 filed by the Debtors and Katys Rodriguez (the “Parties”); the Court having reviewed the Stipulation,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is Approved.
2. The Parties agree to the terms set forth in the Stipulation.
3. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CANO HEALTH, INC.,

Reorganized Debtors.¹

Chapter 11

Case No. 24-10164 (KBO)

(Jointly Administered)

**STIPULATION BY AND BETWEEN THE DEBTORS AND
KATYS GARCIA RODRIGUEZ TO PERMIT KATYS GARCIA
RODRIGUEZ TO COLLECT ON INSURANCE PROCEEDS**

This stipulation (the “Stipulation”) is made and entered into as of July 10, 2025 (the “Agreement Date”), by and between Cano Health, Inc. and the Closed Case Debtors (collectively, the “Reorganized Debtors” and, prior to the effective date of the Plan (as defined below), the “Debtors”) through their undersigned counsel, and Katys Garcia Rodriguez (the “Claimant”, and together with the Reorganized Debtors, the “Parties”), by and through her undersigned counsel, who hereby stipulate and agree as follows:

RECITALS

WHEREAS, on February 4, 2024, the Debtors commenced bankruptcy proceedings by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”);

WHEREAS, on March 25, 2024, the Claimant filed a complaint (the “Complaint”) in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, against Debtor Cano Health, LLC (the “Debtor Defendant”) and Regla Ocegüera, an employee of the Debtors (the

¹The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“CHI”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “Closed Case Debtors”). A complete list of the Closed Case Debtors may be

“Employee Defendant,” and together with the Debtor Defendant, the “Defendants”), captioned *Katys Garcia Rodriguez v. Regla Oceguela and Cano Health, LLC*, Case No. 2024-005305-CA-01 (the “Civil Litigation”);

WHEREAS the Complaint seeks damages on account of injuries allegedly sustained in a motor vehicle accident that allegedly occurred on March 20, 2023 between the Claimant and the Employee Defendant;

WHEREAS on June 28, 2024, the Court entered an order [Docket No. 1148] (the “Confirmation Order”) confirming the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “Plan”);

WHEREAS, on March 17, 2025, the Claimant filed a notice of voluntary dismissal of the Debtor Defendant, leaving the Civil Litigation pending against the Employee Defendant;

WHEREAS, on April 2, 2025, the Employee Defendant filed the *Defendant, Regla Oceguela’s, Statement on Status of Bankruptcy Proceedings Under Employer, Cano Health, (Rodriguez v. Cano Health, LLC et al, Docket No. 50 (Miami-Dade Cnty. Ct.))* in the Civil Litigation, alleging, among other things, that the Claimant is enjoined from pursuing the Civil Litigation and collecting on any judgment against the Employee Defendant from the Debtors’ insurance policies;

WHEREAS, the Claimant and the Debtor Defendant have agreed on the terms described herein;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED between and among the Parties as follows:

obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The

1. This Stipulation shall be binding and enforceable upon the Agreement Date.
2. The recitals set forth above are incorporated by reference as though set forth herein at length.
3. Pursuant to sections 362(d)(1) and 524(e) of the Bankruptcy Code, the automatic stay shall be modified for the sole purpose of (a) permitting the Civil Litigation to continue to final judgment or resolution and (b) permitting the Claimant to recover and collect from any non-Debtor third parties or under any applicable insurance policies; *provided that* (i) no action may be taken by the Claimant to execute on, or otherwise attempt to collect, any judgment from assets of the Debtors or their estates except for proceeds of available insurance policies and (ii) the Claimant hereby waives any claim for amounts over the coverage limits or caps of any applicable insurance policy and shall be barred from proceeding against the Debtors or their estates for any such amounts.
4. The Claimant shall not participate in a recovery from the assets of, or distributions from, the Debtors' estates, and to the extent that the Claimant establishes a claim against the Debtors in the Civil Litigation, the Claimant's recovery shall be limited exclusively to that which may be had under any applicable insurance policies, up to any coverage caps or limitations and/or from any non-debtor third parties.
5. Notwithstanding the foregoing, pursuant to section 8.5(d) of the Plan, to the extent any insurance policy from which the Claimant seeks a recovery has a self-insured retention, retained limit, deductible, or similar provision (a "SIR") the Claimant may assert a Non-RSA GUC Claim (as defined in the Plan) against the Debtors solely up to the amount of the SIR that may be established upon any amount awarded to the Claimant in the Civil Litigation. Such SIR shall be considered satisfied pursuant to the Plan through allowance of the Non-RSA GUC Claim solely in

Reorganized Debtor's mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

the amount of the applicable SIR, if any. Nothing herein obligates the Debtors or the Reorganized Debtors to otherwise satisfy any SIR under any insurance policy. The Debtors or Reorganized Debtors' claims and noticing agent shall be authorized to update the claims register maintained in accordance with the relief granted in this Stipulation. Any Non-RSA GUC Claim filed by the Claimant shall be deemed timely filed.

6. Each of the Parties hereto represents and warrants it is duly authorized to enter into and be bound by this Stipulation.

7. This Stipulation and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, successors, and assigns.

8. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, both written and oral, thereof.

9. The Court shall retain exclusive jurisdiction with respect to all disputes or controversies arising from or related to this Stipulation.

10. This Stipulation may be executed by the Parties in separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Stipulation may be executed by exchange of facsimile or electronic signatures (in PDF or comparable format), which shall be deemed original signatures.

STIPULATED AND AGREED:

Dated: July 10, 2025

Dated: July 10, 2025

/s/ Rachel A Parisi

PORZIO, BROMBERG & NEWMAN, P.C.

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